

## TERMS AND CONDITIONS

The property listed below is offered for sale under the following terms and conditions. Changes or additional special provisions may be announced at the Auction location.

1. The property is offered for sale "AS IS" and "WHERE IS" at the point shown. No guarantee of its description, condition, or value is given and those submitting bids are expected to examine the property and determine for themselves the information they desire concerning it.
2. The right is reserved to add and/or withdraw items from the Auction.
3. No claims for adjustment or recession of bids due to error in the description of the property, to its condition, or to anything concerning it whatsoever, will be considered.
4. The Disposable Property Officer reserves the right to reject any and all bids and to waive technicalities.
5. "NO SALE" Procedures: The award of sale will be made to the highest responsive and responsible bidder, provided that the auction bid offered by such bidder is acceptable to the State Property Manager. When said bid is not acceptable, the Auctioneer will attempt to reopen the bidding to obtain a higher offer. Should this offer not succeed in obtaining an acceptable bid established by either the State Property Manager of the state agency, the Auctioneer will announce that the State Property Manager will negotiate the sale for the subject lot, and that anyone interested in making an offer should contact the State Property Manager immediately. The negotiated sale price must be higher than the highest responsive and responsible bid. If no negotiated amount can be agreed upon, then the property will be retained for sale until the next public auction.
6. AUTHORITY TO DEBAR OR SUSPEND: Your current and future participation in public auctions is subject to the laws governing debarment and suspension, Section 11-35-4220 of the South Carolina Code of Laws authorizes the Materials Management Officer to suspend and debar any person or firm from participation in the public sale of state-owned property. SC Code Ann. Regs. 19-445.2150(J). This statute also outlines the process used for debarment and the reasons for which someone may be debarred. A copy of the Section 11-35-4220 is available upon request. Reasons for debarment or suspension includes, but is not limited to the following reasons :
  1. Failure to pay for all items awarded.
  2. Failure to remove all items awarded and paid for from state property within the time allowed.
  3. Deliberate failure without good cause to perform in accordance with specifications or within the time limit provided in the contract.
  4. Any other cause the Materials Management Office determines to be so serious and compelling as to affect responsibility as a state contractor.
7. Successful bidder(s) must pay for and remove ALL items awarded. The successful bidder(s) has no option to reject certain items. If rejection does occur by the successful bidder(s), he will be subject to debarment or suspension as outlined in #6.
8. Payment must be received immediately after the close of the sale in the amount of one hundred percent (100%) of the total bid, otherwise the successful bidder(s) loses his right to award and will be subject to debarment or suspension as outlined in #6.

9. Money Orders and checks must be made payable to the State of South Carolina. The right is reserved to require any bidder previously in default to pay by cash or certified funds. OUT OF STATE BIDDERS, WHO ARE NOT REGULAR CUSTOMERS MUST PAY BY CASH OR CERTIFIED FUNDS UNLESS A BANK LETTER OF CREDIT IS FURNISHED UPON PAYMENT.
10. South Carolina sales tax of 5% of purchase price will be collected at the Auction, unless the bidder(s) can furnish tax exemption information.
11. The successful bidder(s) or his accredited agent will be responsible for the removal of the property at his expense within two (2) days of the sale date, otherwise, title to the property reverts to the State of South Carolina with no refund, and successful bidder(s) will be subject to debarment or suspension as outlined in #6.
12. The State's responsibility for the property offered by it ceases with its award to the successful bidder(s), but reasonable precaution will be taken to insure delivery of the property in practically the same condition at the time of release as at the time of examination.
13. The successful bidder(s) must assume all liability that may be incurred in connection with the removal of the property from the premises where it is sold.
14. WAIVER: The State reserves the right to waive any General Provisions, Special Provisions, Terms, or Conditions when considered to be in the best interest of the State.

**THE VEHICLES AND EQUIPMENT ARE ALL USED. SOME UNITS MAY BE INCOMPLETE DUE TO PARTS OR ACCESSORIES HAVING BEEN REMOVED TO MAINTAIN UNITS THAT WERE KEPT IN SERVICE.**

#### DIVISION OF GENERAL SERVICES

Lin Wright  
Manager, Surplus Property